

APPENDIX BCR

Appendix BCR (Billing, Collecting and Remitting)

This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

I. Definitions

- A. BellCore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues recorded by one BCC (or LEC) and billed to an end user of another BCC (or LEC) as described in accordance with the BellCore Practice BR 981-200-110.
- B. Charges - the amount approved or allowed by the appropriate regulatory authority to be billed to an end user for any of the services described in Section II., rendered by a LEC to an end user.
- C. Compensation - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section IV.
- D. IntraLATA - within a Local Access and Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- E. InterLATA - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages which originate in one LATA and terminate in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- F. Local Exchange Carrier (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Local Service Providers using BCC CATS as a message tracking system.
- G. Local Message - Local messages are those messages which originate and terminate within the area defined as the local service area of the station from which the message originates.

H. Revenues - the sum of all or part of the charges as defined above.

II. Scope of Appendix

This Appendix shall apply to procedures for the billing, collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

- 1) LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - a. Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - b. Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - c. Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - d. Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 2) LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the BellCore Practice BR 981-200-110, of the following types:
 - a. Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - b. Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - c. Radio Link Charges where service is provided by one LEC and billed by another LEC.

III. Responsibilities of the Parties

- A. LSP agrees to bill, collect and remit to SWBT the charges for the services described in Section II which are provided by any LEC (including SWBT), to be billed to end users of the LSP.
- B. In those cases in which the charges for the services listed in Section II are due any LEC other than SWBT, SWBT will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.
- C. Charges for the services listed in Section II which are to be billed, collected and remitted by LSP shall be remitted by LSP to SWBT within 30 days of the date of the bill.
- D. SWBT agrees to bill, collect and remit to LSP the charges for the services described in Section II provided and earned by LSP when charges are to be billed by another LEC (including SWBT) to its respective end users.
- E. Charges for the services listed in Section II to be billed, collected and remitted by SWBT or any other LEC shall be remitted by SWBT to the LSP within 30 days of the date of the bill.
- F. The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the Party whose end users are being billed, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section IV, due the Party for performing the end user billing function. The Party billing the end user shall be responsible for all uncollectible amounts related to the services described in Section II.
- G. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

IV. Compensation

Each Party will compensate the other Party in the amount designated in Appendix Pricing Schedule for each charge billed for any service described in Section II.1) (Local Message billed) by a billing Party and subsequently remitted by such billing Party to the other Party hereto. Each party will compensate the other Party in the amount designated in Appendix PRICING SCHEDULE for each charge billed for any service described in Section II.2) (Interstate Local Message billed) by a billing party and subsequently remitted by such billing Party to the other Party hereto. Such

compensation shall be paid (unless a Party has collected such compensation as described in Section III.F. above) within 30 days of the date of a bill for such compensation by the Party performing the billing, collecting and remitting functions described in Section III.

APPENDIX FGA

Appendix FGA

This Appendix sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company shall compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

I. Definitions

- A. "Local Access and Transport Area" ("LATA") means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- B. The term "Extended Area Service" ("EAS") as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- C. "Subscriber Access Lines" shall mean a communications facility provided under a general and/or exchange service tariff extending from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- D. "Feature group A Switched Access Service" includes all facilities and services rendered in furnishing FGA access services, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- E. The "Primary Company" denotes the Party with the Primary office(s).
- F. The "Primary Office" is an office which: (1) directly or jointly connects to an interexchange carrier and/or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- G. The "Secondary Company" denotes the Party with the secondary office(s).

- H. The "Secondary Office" is any office involved in providing joint FGA switched access service to an interexchange carrier and/or end user through the switching facilities of the Primary office.
- I. "Revenues" under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regularly established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- J. "Access Minutes" or "Minutes of Use" ("MOU") are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOU which originate and/or terminate in the Secondary Office(s) covered by this Appendix.
- K. "Currently Effective Tariff Rate" means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

II. Undertaking of the Parties

- A. The Secondary Company shall notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution shall be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the Secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary Company may delay implementation of the new rate until the next month's revenue distribution cycle, and shall not be required to adjust the previous bills retroactively.
- B. Each party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this Appendix.

III. Administration of Revenue Distribution

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

IV. Minutes of Use (MOU) Development

The Parties shall calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOU attributable to each Party as described below.

A. Terminating MOU Development

Actual monthly premium (charged at equal access end offices) and non-premium (charged at non-equal access end offices) terminating FGA access MOU for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.

Where the Primary Company bills, but cannot measure or identify the terminating FGA MOU by end office (i.e., as when a minimum monthly usage charge (MMUC) is applied), terminating MOU will be total unmeasured MOU allocated to the LATA. In this event, those MOU will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

B. Originating MOU Development

The Primary Company will derive and distribute monthly originating FGA access MOU, billed by the Primary Company, to each Secondary Company's end offices in the EAS calling area, as identified in Exhibit A, which is attached hereto and is made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.

The Parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOU shall not be distributed to end offices outside an EAS calling area.

V. Calculation of Revenue Distribution

- A. The amount of premium or non-premium revenues due each Party each month shall be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues shall be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculated under Sections IV.A. and B.

- B. Local Transport (or its equivalent under the Secondary Company's tariff and called "Transport" in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOU (as calculated under Sections IV. A. and B.) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B.

VI. Revenue Distribution Amounts, Monthly Statements and Payments

- A. The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- B. The monthly compensation statement will show, for each Secondary Office, separately:
 - 1. The total number of non-premium or premium terminating MOU and revenues.
 - 2. The total number of non-premium or premium originating MOU and revenues.
 - 3. The total compensation due the Secondary Company, by rate element.
 - 4. The number of terminating MOU recorded by the Primary Company.
 - 5. The number of originating MOU estimated by the Primary Company pursuant to Section IV. B.
 - 6. The number of access lines used to prorate originating usage pursuant to Section IV. B.
 - 7. The percent ownership factor, if any, used to prorate Local Transport revenues.
 - 8. Adjustments for uncollectibles.
- C. As soon after the end of each billing period as is practical, the Primary Company shall remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

VIII. Miscellaneous Provisions

This Appendix shall remain in effect until terminated by thirty (30) calendar days' notice by either Party to the other.

Exhibit A

EAS Locations for Originating and Terminating

Feature Group A Access Service

**Primary Office
Company**

**Secondary Office
Company**

CLLI CODE

NPA-NXX

CLLI CODE

NPA-NXX

ACCESS LINES

Exhibit B

**Location for LATA Wide Termination
of Feature Group A Access Services in
Non-EAS Calling Areas**

SECONDARY OFFICE

COMPANY

<u>CLL CODE</u>	<u>NPA-NXX</u>	<u>Access Lines</u>	<u>% Ownership of Transport Facilities</u>	<u>LATA</u>
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APPENDIX WP

Appendix WP

WHITE PAGES DIRECTORY APPENDIX

SWBT and LSP agree to the following terms and conditions for the printing and distribution of White Pages directories:

1. SWBT publishes White Pages directories for geographic areas in which LSP also provides local exchange telephone service, and LSP wishes to include listings information for its end users in the appropriate SWBT White Pages directories.
2. LSP also desires distribution to its end users of the White Pages directories that include listings of LSP's end users.
3. NOW THEREFORE, in consideration of these premises, SWBT and LSP agree as follows:

I. Service Provided

- A. Subject to SWBT's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SWBT will include in appropriate White Pages directories the primary alphabetical listings of all LSP end users located within the local directory scope. The rules, regulations and SWBT practices are subject to change from time to time.
- B. Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the LSP shall furnish to SWBT, in a form acceptable to both Parties, subscriber listing information pertaining to LSP end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- C. LSP may provide LSP's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database or the LSP may choose to provide listings in the form of camera ready copy.
- D. If LSP provides its subscriber listing information to SWBT via a mechanical or manual feed such listings are to be alphabetically interfiled (interspersed) in the SWBT directory among SWBT subscriber listings. If LSP provides its subscriber listing information to SWBT in the form of camera ready copy, SWBT will include such listings as a separate section of the White Pages directory included in a separate section of the SWBT White Pages directory.

Sixty (60) days prior to the business office close date for a particular directory, SWBT shall provide LSP a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each LSP end user. LSP shall review this verification list and shall submit to SWBT any necessary additions, deletions or modifications within thirty (30) days of receipt of the list from SWBT.

- E. If LSP provides its subscriber listing information to SWBT in the form of camera ready copy. SWBT shall provide LSP sixty (60) days written notice of the date by which LSP must provide this information to SWBT.
- F. Sixty (60) days prior to the directory close, LSP shall provide to SWBT written specification of the total number of directories that it will require, along with the number of directory(ies) that each LSP end user will require. SWBT will provide one (1) copy of the directory to LSP end users, unless otherwise instructed by the LSP.
- G. SWBT will include LSP specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other LSPs. At its option, LSP shall provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page.
- H. LSP may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area. Such page(s) shall be no different in style, size, color and format than SWBT "Informational Pages." Sixty (60) days prior to the directory close date, LSP shall provide to SWBT the "Informational Page(s)" in the form of camera-ready copy.

II. Use of Subscriber Listing Information

- A. LSP authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Appendix for the sole purpose of including the listings in the appropriate printed White Pages directory and directory assistance databases where such service is provided by SWBT.
- B. At LSP's request, SWBT shall transmit LSP's end user listing information to designated third party directory publishers for a one-time administrative fee of \$100.00 per directory publisher.

III. Compensation

- A. The compensation rates for the services described herein are identified in Appendix

PRICING SCHEDULE. If LSP provides its subscriber listing information to SWBT via a mechanical or manual feed of the listings to SWBT's listings database, SWBT will assess per book copy, per subscriber line, charge when directories are delivered to LSP end user premises, or an annual, per book copy charge when delivered in bulk to LSP. Included in this rate, LSP will receive for its end user, one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the LSP location. Alternately, should LSP so desire, SWBT agrees to provide to LSP for a monthly recurring charge one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the LSP location. SWBT agrees to provide LSP, at the time of its initial request, up to five (5) percent additional book copies, of its annual directory forecast, at no additional charge.

- B. Where an LSP end user requires additional listings to appear in the White Pages directory, SWBT will assess LSP an annual charge for such listings at existing SWBT tariff rates.
- C. For any "Subsequent" directory delivery to LSP end users, SWBT shall charge LSP a per book copy charge. This rate is also applicable, per book copy, when subsequent directories are delivered in bulk to the LSP.
- D. For inclusion of the LSP "informational Page" in the White Pages directory, SWBT shall charge the LSP an annual fee for inclusion in the Metropolitan area book.

IV. Assignment

The subscriber listing information shall remain the property of LSP. Except as stated in Section II herein, SWBT shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

V. Liability

- A. LSP hereby releases SWBT from any and all liability for damages due to errors or omissions in LSP's subscriber listing information as provided to SWBT under this Appendix, and/or LSP's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- B. LSP shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in LSP's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. LSP shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against LSP and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in LSP's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the LSP, in which event the LSP shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.
- C. This Appendix shall not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

VI. Breach of Contract

If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching party, whereupon this Appendix shall be null and void with respect to any issue of SWBT's White Pages directory published sixty (60) or more days after the date of receipt of such written notice.

VIII. Term

- A. This Appendix shall continue in force until terminated by sixty (60) days prior written notice by either Party to the other. Upon termination, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by LSP, and shall promptly return such subscriber listing information to the LSP.
- B. Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section V herein shall continue with respect to any directory published within sixty (60) days of termination.

APP. PORT

APPENDIX PORT

I.	<u>GENERAL</u>	1
II.	<u>TERMS, CONDITIONS UNDER WHICH SWBT SHALL PROVIDE INP TO LSPs</u>	1
	A. Rate Regulations	1
	B. Obligations Of SWBT	1
	C. Obligations Of LSPs	2
	D. Limitations Of Service	3
	E. Service Descriptions	3
	F. Interim Number Portability (INP)-Direct	4
	G. Pricing	5
III.	<u>TERMS AND CONDITIONS UNDER WHICH LSP SHALL PROVIDE INP TO SWBT.</u>	5
IV.	<u>TERMINATING COMPENSATION FOR INP CALLS BASED ON PERCENTAGES OF TRAFFIC TYPE</u>	5

Appendix PORT

I. General

As described herein, Interim Number Portability (INP) is a service arrangement whereby an end user, who switches subscription for Exchange Services from one Exchange Service provider to another is permitted to retain, for its use, the existing assigned number provided that the end user remains at the same location. This Appendix shall apply to INP requested by LSP in Oklahoma.

II. Terms, Conditions Under Which SWBT Shall Provide INP to LSPs

A. Rate Regulations

1. INP is only available to LSPs.
2. INP services and facilities will only be provided where technically feasible, subject to the availability of facilities, and may only be furnished from properly equipped central offices. INP services and facilities are not offered for NXX codes 555, 976, 950, or SWBT operated coin telephone service.
3. INP services are not available for local exchange end user accounts of SWBT where payments are 45-days or more in arrears unless full payment is made or an agreement is reached where the LSP agrees to make full payment on the end user's behalf.
4. When the exchange service offerings associated with INP service is provisioned using remote switching arrangements, INP service is only available from, or to host central offices.

B. Obligations Of SWBT

1. SWBT's sole responsibility is to comply with the service requests it receives from the LSP and to provide INP in accordance with this Appendix. SWBT's responsibility herewith is subject to Section E (Changes in Subscriber Carrier Selections) of Section XI (Additional Responsibilities of the Parties), of the STC.
2. SWBT is not responsible for the allocation of charges for resold or shared INP service or for misdialed calls.

C. Obligations Of LSPs

1. The LSP is responsible for coordinating the provision of service with SWBT to assure that its switch is capable of accepting INP ported traffic.
2. The LSP is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. The LSP is required to provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its end users. In the event that SWBT determines in its sole judgment that the LSP will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its end users, SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SWBT's tariffs.
3. The LSP is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which it is not presently providing local exchange service or terminating to an end user.
4. Where the LSP chooses to disconnect or terminate any INP service, LSP shall designate which standard SWBT intercept announcement SWBT shall provide for paying the appropriate SWBT intercept rates.
5. The LSP is responsible for all charges for the provisioning of INP service as set forth in Appendix PRICING SCHEDULE.
6. The LSP is responsible for designating to SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to LSP assigned telephone numbers:
 - a. LSP may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.
 - b. For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.